

9339793

PLAT COVENANTS

SAWGRASS, SECTION ONE

This instrument, executed this 19<sup>th</sup> day of August, 1993, hereby establishes plat covenants, conditions, and restrictions for the real estate to be known as Sawgrass, Section One, which real estate is described in Exhibit "A" hereto.

All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways.

Land Innovators Company, an Indiana Limited Partnership, shall hereinafter be referred to as "Developer."

1. In addition to the covenants and restrictions set for and hereinafter contained in this plat, the real estate described in this plat shall also be subject to certain additional covenants and restrictions which are contained in a Declaration of Covenants, Conditions, and Restrictions for The Legends at Geist ("Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, on the 22nd day of December, 1992, as Instrument Number 9251016, and to the rights, powers, duties, and obligations of The Legends at Geist Property Owners Association, Inc. (the "Association") and The Legends at Geist Architectural Control Committee (the "Committee"), as set forth in the Declaration and Design Guidelines promulgated by the Committee. All owners shall take their title subject to the application of the terms and conditions of the Declaration. If there is any irreconcilable difference between any of the covenants and restrictions contained in this plat and the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in

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this plat shall govern and control, only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

All of the terms, provisions, covenants, conditions, and restrictions which shall be contained in the Declaration shall be incorporated herein by reference upon recording of the Declaration. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at any time owning a part or portion of such land.

Prior to application for improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Committee as defined in the Declaration. Such approval shall include but not be limited to building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of The Legends at Geist design guidelines.

2. Lots are subject to the following Drainage Easements, Sewer Easements, Utility Easements, Landscape Easements, Non-Access Easements, and Ingress-Egress Easements either separately or in

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combination, as show on the plat, which easements are reserved for the use of the Lot owners, the Association, public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage system; it shall be the individual responsibility of the Lot owner to maintain the drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage by Declarant, its successors or assigns.

"Sewer Easements" are hereby created for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve The Legends at Geist. Sewer Easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system.

"Utility Easements" are hereby created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures,

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as well as for the uses specified in the case of sewer assessments.

"Landscape Easements" are hereby created over and across Lots as areas within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the Developer or the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the properties. Within landscape easements, the Developer and the Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of Lots restricted by Landscape Easements shall have the right to fully use and enjoy the land granted as the easements, except for such use as may impair, impede, or unreasonably interfere with the exercise by the Developer or Association of the rights granted herein. Owners of Lots restricted by Landscape Easements shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Landscape Easement or interfering with the Developer's or Association's ability to use or gain access to the Landscape Easement.

"Non-Access Easements" are hereby created to prevent vehicular access from lots or blocks to streets, roads, or paths adjoining such lots or blocks. No driveways or any other type of improvement for vehicular ingress and egress shall be allowed within any area designated on this plat as a Non-Access Easement.

"Maintenance Easements" are created to provide means of access for public utility companies, governmental agencies and the Association to various areas of the subdivision (including, without limitation, the lakes or ponds shown on the within plat and on the Development Plan for The Legends at Geist) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations. "Landscape Easements" and "Screening Easements" are reserved for the use of the Developer and builders approved by the Developer and the Association for the installation, maintenance, repair and replacement of mounds, landscaping and other screening material (including, without limitation, walls and fences), lighting, irrigation equipment and street signs or directories throughout The Legends at Geist, and where so shown on this plat, and such Landscape Easements constitute shall easements over, upon and across the lots affected thereby, as shown on the within plat.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this plat until sale of the last lot in this plat owned by either the Developer or said approved Builder(s). Except as installed and maintained by Developer and the Association, or as authorized by the Committee, no permanent or other structures or landscaping shall be erected or maintained on said Landscape Easements, and the owners of the lots affected thereby shall not do or permit to be done anything which will obstruct or interfere with any installations made by the Developer or the Association in said

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**Landscape Easements.**

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the rights of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and to the easements herein granted and reserved.

3. Subject to other provisions contained herein, building setback lines are hereby established as shown on this plat (sometimes noted as "setback line"), between which lines and the property lines of the lots, shall be erected or maintained no building or structure. The owners of all lots in Sawgrass, Section One shall be required to submit a drainage plan (which shall include a suggested minimum building pad elevation) to the Committee for its approval and which must also be submitted as part of the application for a building permit and satisfactory to the governmental agency which issues building permits. The minimum pad elevation as so approved by the Committee and the governmental agency shall constitute the minimum elevation for all buildings on said lots.

In addition, no buildings, structures or other improvements shall be constructed on any part of a lot lying within the floodway as shown on the within plat (if any) except in accordance with the rules and requirements of, and prior approval of, the Department of Natural Resources of the State of Indiana. No building, structure

or accessory building shall be erected closer to any side lot line of any lot than six feet (6') unless a lesser building setback from a side lot line or rear lot line is specifically approved by the Committee, which building lines shall, in any event, be not less than five feet (5') from any side lot line nor less than twenty feet (20') from any rear lot line. In no case shall aggregate side yards between homes be less than fourteen feet (14'). No building, structure or accessory building shall be erected closer to the right-of-way of any street than twenty five feet (25') unless a lesser building setback is specifically approved by the Committee. Where buildings are erected on more than one single lot (or parts thereof), these restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distance from the buildings, structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.

4. Except to the extent any portions of lots in this subdivision are or may become "Common Area" as defined in the Declaration, and which may be used for the purposes for which the same are designated and intended, all lots in this subdivision shall be used solely for residential purposes, unless alternative uses, such as permitted home occupations, are consented to by the Association and are permitted under applicable zoning laws. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, a private garage for not more than four (4) cars,

and residential accessory buildings and amenities; provided, however, that, if and to the extent specifically permitted and approved by the Committee, accessory buildings on a lot may include living quarters for guest and invitees of the owner of said lot, but such quarters shall not be used by the owner of said lot as a rental unit or for rental purposes. No portion of any lot may be sold or subdivided so that there will be thereby created a greater number of lots than the original number platted.

5. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches and garages, shall be not less than fourteen hundred (1,400) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of eighteen hundred (1,800) square feet of finished and liveable floor area.

6. No construction vehicles, shacks or outhouses shall be erected or situated on any lot herein, except for use by the builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

7. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot



except if kept from view of neighboring residences and streets by being in a garage.

8. No advertising signs (except one of not more than five (5) square feet designated "For Rent" or "For Sale" per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as model lots by an owner which then owns four or more lots.

9. All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment, and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

10. It shall be the duty of the owner of each lot in the subdivision to keep the grass on his lot properly cut and to keep the lot free from weeds, dead trees and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such lot. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such lot and the owner thereof, to be assessed, collected

and enforced as provided in the Declaration.

11. The Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Association or of a lot owner hereunder or under the Declaration, but which such lot owner has not undertaken as required hereunder or under the Declaration. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of the covenants hereunder and under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity.

12. No farm animals or fowls of any kind, nor any domestic animals for commercial purposes, shall be kept or permitted on any lot or lots in this subdivision at any time.

13. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the opinion of the Developer or the Association.

14. No private, or semi-private, water supply and/or sewage disposal system may be located upon any lot in this subdivision which is not in compliance with regulations or procedures as provided by the applicable public health agencies, or other civil authority having jurisdiction, and as approved by the Committee. No septic tank, absorption field or any other method of sewage disposal shall be located or constructed on any lot or lots herein

except as approved by said health authority and any other authority resulting from restrictions heretofore recorded and affecting the real estate herein.

15. No construction shall be commenced nor shall any building, structure or other improvements be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved as to the compatibility of the same with existing structures and with the intent of these covenants and those set forth in the Declaration, by the Committee, in accordance with the procedures for such approval contained in the Declaration and all rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration.

16. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner from the

intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

17. The Association, in accordance with the terms of the Declaration, but subject to the obligations of individual lot owners to keep "Drainage Easements" free of obstructions so that the flow of water will be unimpeded, shall maintain the storm drainage system for the subdivision and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system. Such maintenance by the Association shall, to the extent necessary, include the maintenance of all inlet pipes, open ditches, pipes, swales, lakes and lake banks. the costs and expenses of such maintenance of the storm drainage system (including the lakes, ponds or marina shown on this plat) shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration, such assessments shall be secured by the lien for the same as provided in the Declaration. Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

18. Lots with frontage on more than one (1) street shall have all of their access points from only one (1) of such street frontages, unless otherwise approved by the Committee. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks unless approved in writing in advance by the utility.

19. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation thereto.

20. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots in this subdivision it is agreed to change (or terminate) said covenants in whole or in part; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

21. All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment, and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from The Legends at Geist.

22. The discharge of firearms within The Legends at Geist is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

23. No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee.

24. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed on any Lot.

25. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

26. Every Owner shall cause all tenants and/or occupants of his or her Lot to comply with these restriction, the Declaration,

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By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Owner must make available to any lessee copies of these restrictions, the Declaration, By-Laws, and the rules and regulations.

27. Owners of all lots in this subdivision, by acceptance of the deed transferring title to said lots, consent to Declarant or its successor or assigns petitioning for annexation of all real estate in this subdivision into the boundaries of any City or Town.

28. The Association may, but shall not be obligated to, maintain or support certain activities within The Legends at Geist designed to make The Legends at Geist safer than they otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security with The Legends at Geist, however, and neither the Association, the Declarant, nor any Successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, Declarant, or any Successor Declarant and the New Construction and Modifications Committee do not represent or warrant that any fire protection system, burglar

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alarm system or the security system designated by or installed accordingly to guidelines established by the Declarant or the New Construction or Modifications Committees may not be compromised or circumvented, than any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

Each Owner and Occupant of any Lot, and each tenant, guest and invitee of any Owners, as applicable, acknowledges and understands that the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant are not insurers and that each Owner and Occupant of any Lot and each Tenant, guest and invitee of any Owner assumes all risks for loss or damage to person, to Lots and to the contents of Units and further acknowledges that the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the properties.



29. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as the owner of the above described real estate, has hereunto caused his name to be subscribed this 19th day of August, 1993.

LAND INNOVATORS COMPANY  
DEVELOPER

By *R. N. Thompson*

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. N. Thompson, General Partner of Land Innovators Company, who acknowledged his execution of this instrument as his voluntary act and deed.

Witness my signature and notary Seal this 19th day of August, 1993.

*Judy K. Kiemeyer*  
Judy K. Kiemeyer  
Notary Public

My commission expires:

April 8, 1994

Resident of Marion County

ATTEST:

*[Signature]*  
\_\_\_\_\_

This instrument prepared by R. N. Thompson.  
(pcsaawgr)

RECEIVED  
FOR RECORD  
93 AUG 19 11:18  
SHARON K. CHERRY  
RECORDER  
HAMILTON CO. IN

EXHIBIT "A" SAWGRASS I

LAND DESCRIPTION

Part of the Northwest and Southwest Quarter of Section 4, Township 17 North, Range 5 East of the Second Principal Meridian in Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Northeast corner of said Northwest Quarter;  
thence South 00 degrees 07 minutes 16 seconds East (an assumed bearing) along the East line of said Northwest Quarter a distance of 1769.05 feet to the Northeast corner of the South Half of said Northwest Quarter;  
thence South 89 degrees 15 minutes 25 seconds West along the North line of said Half Quarter a distance of 686.76 feet;  
thence South 00 degrees 14 minutes 08 seconds East 370.80 feet to the POINT OF BEGINNING;  
thence continue South 00 degrees 14 minutes 08 seconds East 725.16 feet;  
thence South 78 degrees 31 minutes 08 seconds West 101.96 feet;  
thence South 49 degrees 09 minutes 49 seconds West 328.73 feet;  
thence South 55 degrees 06 minutes 54 seconds West 150.25 feet to a non-tangent curve, from which the radius point bears North 55 degrees 06 minutes 54 seconds East;  
thence Northerly along said curve an arc distance of 114.68 feet to a point from which the radius point bears North 68 degrees 56 minutes 52 seconds East, said curve having a radius of 475.00 feet;  
thence North 21 degrees 03 minutes 08 seconds West 19.38 feet;  
thence South 68 degrees 56 minutes 52 seconds West 195.35 feet;  
thence South 83 degrees 31 minutes 55 seconds West 106.52 feet;  
thence South 81 degrees 01 minutes 52 seconds West 459.74 feet;  
thence North 79 degrees 15 minutes 30 seconds West 123.30 feet to a non-tangent curve, from which the radius point bears North 79 degrees 15 minutes 30 seconds West;  
thence Northerly along said curve an arc distance of 28.34 feet to a point from which the radius point bears South 80 degrees 30 minutes 00 seconds West, said curve having a radius of 1307.75 feet;  
thence North 09 degrees 30 minutes 00 seconds East 97.78 feet;  
thence North 80 degrees 30 minutes 00 seconds West 50.00 feet;  
thence North 09 degrees 30 minutes 00 seconds East 7.22 feet;  
thence North 80 degrees 30 minutes 00 seconds West 150.00 feet;  
thence North 09 degrees 30 minutes 00 seconds East 173.75 feet;  
thence South 80 degrees 30 minutes 00 seconds East 142.50 feet to a non-tangent curve, from which the radius point bears North 69 degrees 29 minutes 59 seconds East;  
thence Northerly along said curve an arc distance of 29.31 feet to a point